

**AVALON ACTON (Town of Acton)  
RIDER TO THE LEASE AGREEMENT  
FOR AFFORDABLE INCOME APARTMENTS**

**I. TERMS & PROVISIONS:**

This Rider to the Lease Agreement for an affordable housing apartment is for a minimum of 12 months. This Rider has the same term as the lease. No month to month tenancies shall be created by this lease. This apartment is being rented as an “affordable unit” as defined in the Regulatory Agreement and Affordable Housing Covenant of the Town of Acton and Massachusetts Development Finance Agency and is available only to persons or families whose income is at or below 50% of the area median income for Middlesex County as determined by the U.S. Department of Housing and Urban Development. This development has been approved by the Town of Acton based in part on the condition that 60 of the apartment homes will be leased to low-income persons at or below 50% of the area median income. The owner is required by law to strictly enforce these restrictions.

**II. INCOME LIMITS:**

Prior to the commencement of the lease term, the resident must provide the Landlord with a copy of his or her most recently filed Federal Income Tax Return (Form 1040 or 1040A) or any other proof requested or allowed by law for the purpose of verifying income. The resident must certify that such proof is true and accurate and that the total annual income of all members of the Resident’s family who will occupy the apartment subject to this lease does not exceed the income requirements set forth in the “Avalon Acton Affordable Rental Qualification Standards” which applies to the number of persons in the Resident’s family who will be residing in the subject apartment home.

**III. MAXIMUM RENTS:**

Notwithstanding anything in the Lease Agreement to the contrary, the total rent for the Affordable Apartments shall not exceed the amounts set forth in the “Avalon Acton Affordable Rental Qualification Standards” which are 30% of the annual income limit (based on 50% of median) for the size of the apartment which the Residents(s) will be occupying.

**IV. UTILITY ALLOWANCE:**

The monthly net rent for an affordable apartment includes a monthly allowance, which Avalon Acton deducts for the following utilities: natural gas heating, cooking and water heating, electric, and water and sewer but excluding all other utilities. All utility allowances are provided by the calculations from HUD and the Town of Acton Housing Authority.

**V. CERTIFICATION OF INCOME:**

Prospective residents will be required to fill out an application form containing detailed instructions for calculating their family income and allowing the Community Manager to verify the information. Income definitions prepared by the U.S. Department of Housing and Urban Development will serve as the principal guideline for such calculation. Applicants will be required to sign a verification of their review and understanding of the income maximum, the penalties for false information, and the applicable procedures in the event that their income increases at some future time above the allowable maximum. Applicants will also be required to provide appropriate documentation to verify such approval requirements including, but not

limited to, their income, credit history, previous rental history and employment verification. Income verification also requires submission of most recent tax returns. This Lease Agreement and Rider shall terminate and the Resident may be evicted for failure to qualify, if the resident has falsely certified family income or family composition. Such false certification constitutes material noncompliance under the Lease Agreement and Rider. Incomes of resident(s) in each affordable apartment will be re-verified annually at the time of the lease renewal.

VI. RECERTIFICATION OF INCOME:

Resident(s) of the affordable housing Program will be required to recertify their income on an annual basis. Income verification also requires submission of most recent tax returns. In the event that an affordable resident's income changes to exceed the qualifying maximum income, the resident(s) will no longer qualify for the program. The manager will provide the resident(s) with notice of what the market rent for that apartment home will be. This market rent would be in effect immediately upon the expiration of the current lease OR with a 30 day written notice to the resident(s). Should the Resident(s) choose to stay in the apartment home and pay market rent, they must reapply and be approved at the new rate. If the resident either fails to accept the new rent and sign a new Lease within thirty (30) days of this Notice or fails to qualify at the new market rate, the Lease Agreement and Rider shall terminate and the Resident(s) may be evicted for failure to execute a new Lease or to qualify at the new market rate. If the resident(s) chooses to vacate the apartment home, a 30-day written notice to vacate must be provided.

This Lease Agreement and Rider shall terminate and the Resident(s) may be evicted for failure to qualify, if the resident has falsely certified family income or family composition. Such false certification constitutes material noncompliance under the Lease Agreement and Rider. The resident(s) is obligated to provide such subsequent recertification of income, as the Landlord shall require.

The Town of Acton will be entitled to inspect the income statements of the resident(s) of the restricted apartments upon which the Community Manager bases the certification.

VII. LANDLORD'S RIGHT TO REASSIGN PREMISES:

Whereas the monthly rent for this apartment is calculated on the basis of the size of the apartment home, the Resident(s) may, during the term of the Lease, be reassigned to different premises if an increase or decrease in the number of the Resident's family members residing in the apartment home warrants such a change under applicable statutes and regulations. In the event of such reassignment, Resident's monthly rent shall be based upon the size of the apartment occupied and the resident(s) must still qualify by the set income requirements, for the remaining Lease and Rider term.

VIII. REQUIRED AND OPTIONAL SERVICES:

In all apartments at Avalon Acton, residents have the option to pay additional amounts for certain services, as specified in the Standard Lease. In the affordable apartment homes, the monthly payment as calculated in the "Avalon Acton Affordable Rental Qualification Standards" includes the cost of rent, on-site outdoor parking and deducted utility allowances for such utilities as gas, electricity, water and sewer. All other services and optional premiums (including, but not limited to, pet charges, indoor garage rental, outdoor designated parking spaces and furniture charges) are not included in the monthly payment.

IX. INTERPRETATION:

Unless otherwise indicated, the terms used herein shall have the same meaning ascribed to them in the main body of this Lease Agreement. Any conflict between terms herein and the Lease Agreement shall be controlled by this Rider.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Lease Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X. APPLIANCES SUPPLIED BY LANDLORD:

Refrigerator  
Dishwasher  
Stove  
Washer  
Dryer  
Air Conditioner  
Disposal

**AVALON ACTON  
AVALONBAY COMMUNITIES, INC.**

\_\_\_\_\_  
**MANAGEMENT REPRESENTATIVE**

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**RESIDENT**

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